

**20. Approve and Award Bid #2001-04/GMG, Sale of County Owned Surplus Property – Office Building and Lot located at 997 East SR 436, Altamonte Springs to Arnold P. Stein of Maitland for \$125,464.00.**

On May 25, 2005 the Board of County Commissioners declared County owned property (Single Story Block – Seminole County Sheriff's Community Sub-Station (2,710 sq ft building) and Lot (approx 0.18 acres)) located at 997 East SR 436, Altamonte Springs, FL to be surplus and it was offered for bid on May 28, 2004. The Board set a minimum acceptable bid amount of \$78,463.00.

Bid #2001-04/GMG was publicly advertised for sale at the minimum bid amount and one responsive bid was received in the amount of \$125,464.00, submitted by Mr. Arnold P. Stein, who is an adjacent property owner.

On August 12, 1999, a License Agreement was granted to Mr. Rishell, who is an adjacent property owner, for an access lane and parking for Mr. Rishell's business.

On July 15, 2002, a Right of First Refusal was granted to Mr. George P. Rishell, who did not submit a bid. Mr. Rishell was notified by letter dated June 23, 2004 of the bid amount and was allowed 20 days to exercise his Right of First Refusal by posting a bid security of \$6,273.20. Mr. Rishell did not post a bid security; therefore he did not exercise his Right of First Refusal. Mr. Rishell was subsequently notified by certified mail on July 14, 2004 that by virtue of him not posting a bid security, he had in fact waived his Right of First Refusal and that the County intended to proceed to sell this surplus property to the successful bidder, Mr. Stein.

Administrative Services/Support Services and Fiscal Services/Purchasing and Contracts have reviewed the bid and recommend the Board award the sale of this surplus property to Mr. Arnold P. Stein in the amount of \$125,464.00. Further recommend the Board authorize the Chairman to execute the County Deed and the agreement for sale.

<b>B.C.C. - SEMINOLE COUNTY, FL BID TABULATION SHEET</b>
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BID NUMBER: Bid 2001-04/GMG

BID TITLE: Sale of County Owned Surplus Property: Office Building and  
Lot at 997 East SR 436, Altamonte Springs  
Right of First Refusal

OPENING DATE: June 23, 2004, 2:00 P.M.

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 1

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Response #1 (Only Response):

Arnold P. Stein and Nira S. Stein  
1957 Thunderbird Trl  
Maitland, Florida 32751

(407) 645-2971 – Phone  
(407) 830-1948 – Fax

Price Offered: \$125,464.00

**CONTRACT FOR SALE AND PURCHASE OF SURPLUS REAL PROPERTY  
(BID-2001-04/GMG)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "SELLER", and the **ARNOLD P. STEIN**, whose address is 1951 Thunderbird Trail, Maitland, Florida 32751, hereinafter called the "PURCHASER".

1.     **SALE.**     SELLER agrees to sell and PURCHASER agrees to purchase the following described real estate, with its appurtenances, a single story, block, 2,710 sq. ft. building and an approximately .18 acre lot located at 997 E. S.R. 436, Altamonte Springs, in the County of Seminole, State of Florida, more particularly described as follows:

LOTS 28, 29, AND 30.     BLOCK A, ALTAMONTE COMMERCIAL CENTER, PLAT BOOK 4, PAGE 31, SEMINOLE COUNTY, FLORIDA, LESS: BEGINNING AT THE NW CORNER OF LOT 28, BLOCK A OF ALTAMONTE COMMERCIAL CENTER; THENCE RUN NORTH 7 FEET; THENCE EAST TO THE WESTERLY RIGHT-OF-WAY LINE OF LONGWOOD ROAD; THENCE SOUTH TO THE NE CORNER OF LOT 30, BLOCK A OF ALTAMONTE COMMERCIAL CENTER; THENCE WEST TO THE POINT OF BEGINNING.

CONTAINING 0.18 ACRES MORE OR LESS.

Parcel I.D. No. 18-21-30-510-0A00-0280

2.     **PURCHASE PRICE AND METHOD OF PAYMENT.**     The purchase price is One Hundred Twenty-five Thousand Four Hundred Sixty-four and No/100 Dollars (\$125,464.00), payable to SELLER in cash or by certified funds at closing.

3.     **TITLE INSURANCE.**     PURCHASER may purchase an owner's title insurance policy insuring PURCHASER to the full amount of the purchase price against loss or damage by reason of defect in the title of

SELLER in the above described premises or by reason of prior liens not assumed by PURCHASER under this Agreement.

4. **DEED.** SELLER agrees, on full payment of the purchase price of One Hundred Twenty-five Thousand Four Hundred Sixty-four and No/100 Dollars (\$125,464.00) to make, execute, and deliver to PURCHASER a County Deed to the premises.

5. **CLOSING/COSTS.** Closing will take place in the office of the County's Closing Agent within thirty (30) days of full execution of this Agreement. At the closing, SELLER will provide PURCHASER with the County Deed to the premises, and PURCHASER shall provide the SELLER with payment of the full purchase price. Following the closing, PURCHASER shall have the right to exclusive possession of the property. All closing costs shall be paid by the PURCHASER.

6. **ASSIGNMENT.** This Agreement shall not be assignable.

7. **CONDITION OF PREMISES.** PURCHASER stipulates that a full inspection of the premises has been made and that SELLER shall not be held liable in any way respecting the condition of the premises and occurrences on the premises. PURCHASER accepts the premises "as is".

8. **PROPERTY SUBJECT TO LICENSE.** PURCHASER acknowledges and agrees that the premises is subject to the provisions of the Access and Use License Agreement, attached hereto as Exhibit "A," and further agrees that Licensee, George D. Rishell, shall be permitted use of said premises pursuant to the terms of this Access and Use License Agreement for twenty-four (24) months from the PURCHASER's date of closing on the premises.

PURCHASER also agrees to hold the COUNTY harmless and indemnify the COUNTY, its commissioners, officers, employees, and agents from

IN WITNESS WHEREOF, the parties hereto have made and executed  
this instrument on the date above stated.

Witness  
Print Name\_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

3

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AC/lpk  
7/22/04  
stein purchase of property

Attachment:

Exhibit "A" - Access and Use License Agreement

**ACCESS AND USE  
LICENSE AGREEMENT**

THIS AGREEMENT is made and entered into as of this 12<sup>th</sup> day of August, 1999, by and between **GEORGE D. RISHELL**, (hereinafter referred to as "Rishell"), whose address is 1608 Thornhill Circle, Oviedo, FL 32765; **THE SEMINOLE COUNTY SHERIFF'S OFFICE**, (hereinafter referred to as the "Sheriff"), whose address is Sanford Airport - Building 310, 1345 East 28<sup>th</sup> Street, Sanford, FL 32773; and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, (hereinafter referred to as the "County"), collectively referred to as the "Parties."

**W I T N E S S E T H:**

**WHEREAS**, the County is the owner of certain property located in Seminole County, Florida which was acquired as part of the County Road 427 Road Improvement Project; and

**WHEREAS**, pursuant to the Intergovernmental Agreement dated March 12, 1997, the Seminole County Sheriff's Office has made substantial improvements to the property and structures on the property and now operates a Sheriff's Sub-Station upon the property; and

**WHEREAS**, Rishell owns property adjacent to the County's property; and

CERTIFIED COPY  
MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA  
BY Cayla Cole  
DEPUTY CLERK

WHEREAS, a narrow access lane runs along the western portion of the County's property, and said access lane is adjacent to Rishell's property; and

WHEREAS, Rishell, under an agreement with the prior owner of the County's property, utilized the County's property for access to and from State Road 436 and for overflow parking spaces for the customers of Rishell's business; and

WHEREAS, the County, the Sheriff and Rishell enter this Agreement with the purpose to provide continued access and parking as described above until that time in the future when the County sells its interest in the property; and

WHEREAS, this Agreement is authorized by state law.

NOW, THEREFORE, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows: ;

**Section 1. Grant of License; Description of Premises.** The County grants to Rishell, subject to all of the terms and conditions of this Agreement, authority to enter and use that portion of the following described property, (hereinafter referred to as the "License Property"), located in the County of Seminole, State of Florida, necessary to effectuate the purposes of this Agreement:



County Road 427 (Charlotte Street to State Road 436)

Lots 28, 29, and 30, Block A, ALTAMONTE COMMERCIAL CENTER, Plat Book 4, page 31, Seminole County, Florida, LESS: Beginning at the NW corner of Lot 28, Block A, of ALTAMONTE COMMERCIAL CENTER, thence run North 7 feet, thence East to the Westerly right-of-way line of Longwood Road, thence South to the NE corner of Lot 30, Block A, of ALTAMONTE COMMERCIAL CENTER, thence West to the Point of Beginning.

**Section 2. No Warranties.** This License is herein granted without any warranty, express or implied, and Rishell hereby agrees that no damages shall be recoverable from the County or the Sheriff because of any dispossession of the County or because of any failure of, defect in, cancellation of, or termination of, the County's property interest in the License Property.

**Section 3. Limitation to Described Purpose.** The License Property may be occupied and used by Rishell solely for providing two (2) parking spaces for overflow parking for Rishell's business and for a means of access between Rishell's property and State Road 436. The two (2) parking spaces nearest Rishell's property shall be the parking spaces utilized by Rishell for overflow parking. The access lane on the western end of the County's property shall be the portion of the property utilized for access to and from Rishell's property from and to State Road 436.

**Section 4. Release of Claims.** In consideration for this Agreement, Rishell hereby releases and waives all claims existing at the time of Rishell's execution of this Agreement relating to the use and occupation of the License Property by the Sheriff and the County.

**Section 5. Access Lane Free From Obstructions.** The Parties agree that the access lane on the western portion of the License Property shall remain free from obstruction at all times.

**Section 6. Duration.** This License may be used by Rishell solely for the purposes described herein, beginning on the effective date of this Agreement and continuing until this License is terminated as provided below.

**Section 7. Termination.**

(a) The Sheriff shall have no right to terminate this Agreement.

(b) Rishell shall have the right to terminate this Agreement at any time upon providing written notice to the County and the Sheriff which states the date of termination; provided, however, that Rishell's termination of this Agreement shall not reinstate any cause of action waived in Section 4 of this Agreement, titled "Release of Claims."

(c) Upon the County's sale of the License Property, this License shall terminate twenty-four (24) months from the final date of sale.

**Section 8. Notice to Rishell Prior to Conducting Sale.** The County shall, prior to the conducting of any sale of the License Property, provide Rishell with written notice stating that the County has declared that no public purpose exists for the License Property and that the County has decided to sell the License Property.

**Section 9. Governing Law.** This Agreement is being delivered and is intended to be performed in the State of Florida and shall be construed and enforced in accordance with the laws of this State. Any aggrieved party may proceed to enforce its rights in the appropriate action at law or in equity. Venue for all suits arising out of this instrument shall lie exclusively in the Courts of Seminole County, Florida. By execution or adoption of this Agreement, each party hereby submits itself to the in personam jurisdiction of the Courts of Seminole County, Florida.

**Section 10. Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing by a document of equal dignity herewith signed by each party or an authorized representative of each party.

**Section 11. Notices.** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth below:

**COUNTY**

County Attorney  
1101 East First Street  
Sanford, FL 32771

**SHERIFF**

Penny Fleming, Director  
Sheriff's Office  
Sanford Airport - Building 310  
1345 East 28<sup>th</sup> Street  
Sanford, FL 32773 ;

**RISHELL**

George D. Rishell  
1608 Thornhill Circle  
Oviedo, FL 32765

**Section 12. Indemnification of County.**

(a) Rishell agrees to hold harmless, indemnify and defend the County, its commissioners, officers, employees, and agents against any and all claims, suits, charges, expenses, personal

injuries, property damage, loss of life, or loss of property arising out of or resulting from, or in any way connected with Rishell's use of the License Property.

(b) Rishell agrees to hold harmless, indemnify and defend the Sheriff, his deputies, officers, employees, and agents against any and all third party claims, suits, charges, expenses, personal injuries, property damage, loss of life, or loss of property arising out of or resulting from, or in any way connected with Rishell's use of the License Property.

**Section 13.     Insurance.**     In order to support its indemnification and liability provisions above, Rishell agrees to obtain for the County's protection General liability insurance in the amount of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00). It is understood, however, that such insurance shall not in any way limit Rishell's obligation to indemnify the County but shall merely be additional security therefore. Said insurance shall name the County as an additional insured. The originals of the policies shall be provided to County and certificates of insurance evidencing Rishell's compliance with this Section.

Section 14. Assignment of Rights. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Section 15. Rishell Has No Interest or Estate. Rishell expressly agrees that Rishell does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the License Property, by virtue of the rights granted under this Agreement or Rishell's occupancy or use of the License Property under this Agreement.

Section 16. Conflict of Interest. The Parties hereto agree that they shall not engage in any act that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government, or cause the officers, agents, officials or employees of the other party to violate said provisions.

Section 17. Entire Agreement. This is the entire Agreement between the parties and no verbal or written assurance or promise is effective or binding unless included in this document. No verbal modification of this Agreement shall be effective and any and all amendments to this Agreement must be

in writing and executed by the Parties in a form of equal dignity herewith.

**Section 18. Captions.** All titles or captions are inserted for convenience and they in no way shall be construed to define, limit or describe the scope of this Agreement or any provision herein.

**Section 19. Severability.** If any clause or provision of this Agreement shall be deemed to be invalid or unenforceable under present or future laws, then, in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby.

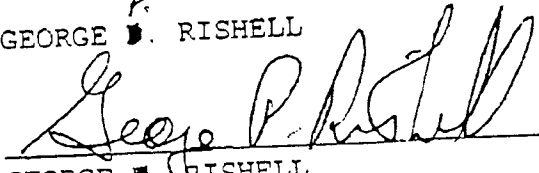
**Section 20. Effective Date.** This Agreement shall become effective upon the last date of signing by the County, the Sheriff or Rishell.

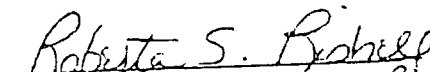
IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

WITNESSES:

  
PRINT NAME DAVID VELILLA


GEORGE P. RISHELL

  
GEORGE P. RISHELL

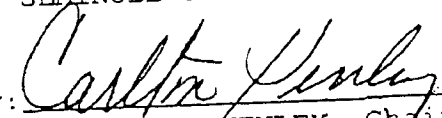
  
PRINT NAME ROBERTA S. RISHELL

DATE: 5/22/99

ATTEST:

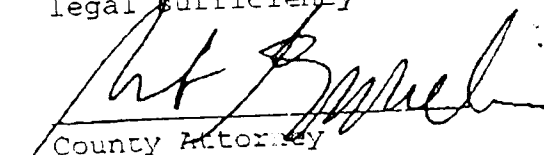
  
MARIANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By:   
CARLTON D. HENLEY, Chairman

Date: 8/12/99

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency

  
County Attorney

As authorized for execution by  
the Board of County Commission  
ers at their August 10,  
19 99, regular meeting.



WITNESSES:

SHERIFF'S OFFICE OF SEMINOLE  
COUNTY, FLORIDA

Ann Bennett  
PRINT NAME ANN BENNETT

Donald F. Eslinger  
DONALD F. ESLINGER, SHERIFF

Steven D. Harriett  
PRINT NAME Steven D. Harriett

DATE: 6-17-99

RG/  
5/10/99  
F:\CANUSERS\CARGO\1\AGTS\LICENSES5.DOC

**COUNTY DEED**

COUNTY OF SEMINOLE, FLORIDA

**THIS DEED** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "GRANTOR," and **ARNOLD P. STEIN**, whose address is 1951 Thunderbird Trail, Maitland, Florida 32751, hereinafter referred to as the "GRANTEE".

**W I T N E S S E T H:**

**THAT GRANTOR** for and in consideration of the sum of One Hundred Twenty-five Thousand Four Hundred Sixty-four and No/100 Dollars (\$125,464.00) in hand paid by GRANTEE, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to GRANTEE, its heirs and assigns forever, the following described land lying and being in Seminole County, Florida, to-wit:

LOTS 28, 29, AND 30. BLOCK A, ALTAMONTE COMMERCIAL CENTER, PLAT BOOK 4, PAGE 31, SEMINOLE COUNTY, FLORIDA, LESS: BEGINNING AT THE NW CORNER OF LOT 28, BLOCK A OF ALTAMONTE COMMERCIAL CENTER; THENCE RUN NORTH 7 FEET; THENCE EAST TO THE WESTERLY RIGHT-OF-WAY LINE OF LONGWOOD ROAD; THENCE SOUTH TO THE NE CORNER OF LOT 30, BLOCK A OF ALTAMONTE COMMERCIAL CENTER; THENCE WEST TO THE POINT OF BEGINNING.

CONTAINING 0.18 ACRES MORE OR LESS.

Parcel I.D. No. 18-21-30-510-0A00-0280

Subject to the limitations and rights contained in the Access and Use License Agreement dated August 12, 1999, between George D. Rishell, the Seminole County Sheriff's Office and Seminole County attached hereto and incorporated herein as Exhibit "A".

**GRANTOR**, in accordance with *Section 270.11(3), Florida Statutes*, hereby releases and waives its reserved undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on or under the above described land and an undivided one-half interest in all the petroleum that is or may be in, on or under the above described land with the privilege to mine and develop the same.

**IN WITNESS WHEREOF** the GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice-Chairman of said Board, the day and year aforesaid.

THIS INSTRUMENT PREPARED BY: ANN E. COLBY  
ASSISTANT COUNTY ATTORNEY  
SEMINOLE COUNTY SERVICES BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA 32771

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AC/lpk  
7/22/04  
stein deed

Attachment:  
Exhibit "A" - Access and Use License Agreement

**ACCESS AND USE  
LICENSE AGREEMENT**

THIS AGREEMENT is made and entered into as of this 12<sup>th</sup> day of August, 1999, by and between GEORGE D. RISHELL, (hereinafter referred to as "Rishell"), whose address is 1608 Thornhill Circle, Oviedo, FL 32765; THE SEMINOLE COUNTY SHERIFF'S OFFICE, (hereinafter referred to as the "Sheriff"), whose address is Sanford Airport - Building 310, 1345 East 28<sup>th</sup> Street, Sanford, FL 32773; and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, (hereinafter referred to as the "County"), collectively referred to as the "Parties."

**W I T N E S S E T H:**

WHEREAS, the County is the owner of certain property located in Seminole County, Florida which was acquired as part of the County Road 427 Road Improvement Project; and

WHEREAS, pursuant to the Intergovernmental Agreement dated March 12, 1997, the Seminole County Sheriff's Office has made substantial improvements to the property and structures on the property and now operates a Sheriff's Sub-Station upon the property; and

WHEREAS, Rishell owns property adjacent to the County's property; and

CERTIFIED COPY  
MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA  
BY Caylon Cole  
DEPUTY CLERK

WHEREAS, a narrow access lane runs along the western portion of the County's property, and said access lane is adjacent to Rishell's property; and

WHEREAS, Rishell, under an agreement with the prior owner of the County's property, utilized the County's property for access to and from State Road 436 and for overflow parking spaces for the customers of Rishell's business; and

WHEREAS, the County, the Sheriff and Rishell enter this Agreement with the purpose to provide continued access and parking as described above until that time in the future when the County sells its interest in the property; and

WHEREAS, this Agreement is authorized by state law.

NOW, THEREFORE, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Section 1. Grant of License; Description of Premises.** The County grants to Rishell, subject to all of the terms and conditions of this Agreement, authority to enter and use that portion of the following described property, (hereinafter referred to as the "License Property"), located in the County of Seminole, State of Florida, necessary to effectuate the purposes of this Agreement:

County Road 427 (Charlotte Street to State Road 436)

Lots 28, 29, and 30, Block A, ALTAMONTE COMMERCIAL CENTER, plat Book 4, page 31, Seminole County, Florida, LESS: Beginning at the NW corner of Lot 28, Block A, of ALTAMONTE COMMERCIAL CENTER, thence run North 7 feet, thence East to the Westerly right-of-way line of Longwood Road, thence South to the NE corner of Lot 30, Block A, of ALTAMONTE COMMERCIAL CENTER, thence West to the Point of Beginning.

**Section 2. No Warranties.** This License is herein granted without any warranty, express or implied, and Rishell hereby agrees that no damages shall be recoverable from the County or the Sheriff because of any dispossession of the County or because of any failure of, defect in, cancellation of, or termination of, the County's property interest in the License Property.

**Section 3. Limitation to Described Purpose.** The License Property may be occupied and used by Rishell solely for providing two (2) parking spaces for overflow parking for Rishell's business and for a means of access between Rishell's property and State Road 436. The two (2) parking spaces nearest Rishell's property shall be the parking spaces utilized by Rishell for overflow parking. The access lane on the western end of the County's property shall be the portion of the property utilized for access to and from Rishell's property from and to State Road 436.

**Section 4.     Release of Claims.**     In consideration for this Agreement, Rishell hereby releases and waives all claims existing at the time of Rishell's execution of this Agreement relating to the use and occupation of the License Property by the Sheriff and the County.

**Section 5.     Access Lane Free From Obstructions.**     The Parties agree that the access lane on the western portion of the License Property shall remain free from obstruction at all times.

**Section 6.     Duration.**     This License may be used by Rishell solely for the purposes described herein, beginning on the effective date of this Agreement and continuing until this License is terminated as provided below.

**Section 7.     Termination.**

(a) The Sheriff shall have no right to terminate this Agreement.

(b) Rishell shall have the right to terminate this Agreement at any time upon providing written notice to the County and the Sheriff which states the date of termination; provided, however, that Rishell's termination of this Agreement shall not reinstate any cause of action waived in Section 4 of this Agreement, titled "Release of Claims."

(c) Upon the County's sale of the License Property, this License shall terminate twenty-four (24) months from the final date of sale.

**Section 8. Notice to Rishell Prior to Conducting Sale.** The County shall, prior to the conducting of any sale of the License Property, provide Rishell with written notice stating that the County has declared that no public purpose exists for the License Property and that the County has decided to sell the License Property.

**Section 9. Governing Law.** This Agreement is being delivered and is intended to be performed in the State of Florida and shall be construed and enforced in accordance with the laws of this State. Any aggrieved party may proceed to enforce its rights in the appropriate action at law or in equity. Venue for all suits arising out of this instrument shall lie exclusively in the Courts of Seminole County, Florida. By execution or adoption of this Agreement, each party hereby submits itself to the *in personam* jurisdiction of the Courts of Seminole County, Florida.



**Section 10. Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing by a document of equal dignity herewith signed by each party or an authorized representative of each party.

**Section 11. Notices.** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth below:

**COUNTY**

County Attorney  
1101 East First Street  
Sanford, FL 32771

**SHERIFF**

Penny Fleming, Director  
Sheriff's Office  
Sanford Airport - Building 310  
1345 East 28<sup>th</sup> Street  
Sanford, FL 32773 ;

**RISHELL**

George D. Rishell  
1608 Thornhill Circle  
Oviedo, FL 32765

**Section 12. Indemnification of County.**

(a) Rishell agrees to hold harmless, indemnify and defend the County, its commissioners, officers, employees, and agents against any and all claims, suits, charges, expenses, personal

injuries, property damage, loss of life, or loss of property arising out of or resulting from, or in any way connected with Rishell's use of the License Property.

(b) Rishell agrees to hold harmless, indemnify and defend the Sheriff, his deputies, officers, employees, and agents against any and all third party claims, suits, charges, expenses, personal injuries, property damage, loss of life, or loss of property arising out of or resulting from, or in any way connected with Rishell's use of the License Property.

**Section 13.     Insurance.**     In order to support its indemnification and liability provisions above, Rishell agrees to obtain for the County's protection General liability insurance in the amount of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00). It is understood, however, that such insurance shall not in any way limit Rishell's obligation to indemnify the County but shall merely be additional security therefore. Said insurance shall name the County as an additional insured. The originals of the policies shall be provided to County and certificates of insurance evidencing Rishell's compliance with this Section.

Section 14. Assignment of Rights. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Section 15. Rishell Has No Interest or Estate. Rishell expressly agrees that Rishell does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the License Property, by virtue of the rights granted under this Agreement or Rishell's occupancy or use of the License Property under this Agreement.

Section 16. Conflict of Interest. The Parties hereto agree that they shall not engage in any act that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government, or cause the officers, agents, officials or employees of the other party to violate said provisions.

Section 17. Entire Agreement. This is the entire Agreement between the parties and no verbal or written assurance or promise is effective or binding unless included in this document. No verbal modification of this Agreement shall be effective and any and all amendments to this Agreement must be

in writing and executed by the Parties in a form of equal dignity herewith.

**Section 18. Captions.** All titles or captions are inserted for convenience and they in no way shall be construed to define, limit or describe the scope of this Agreement or any provision herein.

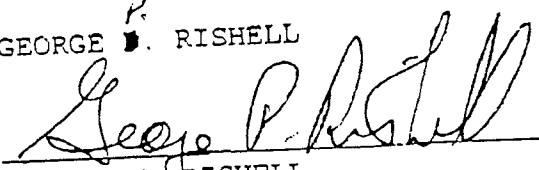
**Section 19. Severability.** If any clause or provision of this Agreement shall be deemed to be invalid or unenforceable under present or future laws, then, in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby.

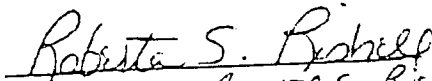
**Section 20. Effective Date.** This Agreement shall become effective upon the last date of signing by the County, the Sheriff or Rishell.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

WITNESSES:


  
PRINT NAME DAVID VELILLA

GEORGE P. RISHELL  
  
GEORGE P. RISHELL

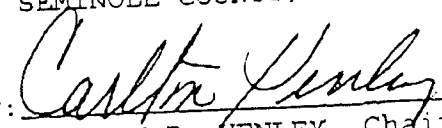
  
PRINT NAME ROBERTA S. RISHELL

DATE: 5/22/99

ATTEST:

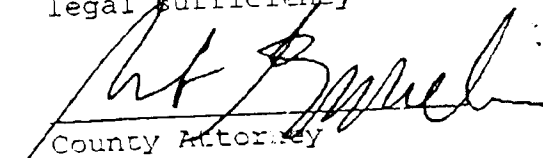
  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By:   
CARLTON D. HENLEY, Chairman

Date: 8/12/99

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency

  
County Attorney

As authorized for execution by  
the Board of County Commission  
ers at their August 10,  
19 99, regular meeting.

WITNESSES:

SHERIFF'S OFFICE OF SEMINOLE  
COUNTY, FLORIDA

Ann Bennett  
PRINT NAME ANN BENNETT

[Signature]  
DONALD F. ESLINGER, SHERIFF

Steven D. Harriett  
PRINT NAME Steven D. Harriett

DATE: 6-17-99

RG/  
5/10/99  
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